

EXHIBIT 1  
TO  
MEMORANDUM IN SUPPORT OF  
DEFENDANTS' MOTION TO APPOINT  
ARBITRATOR AND TO STAY  
PROCEEDINGS AND COMPEL  
ARBITRATION

**LOAN NOTE AND DISCLOSURE****Borrower's Name:** Tyanna Qualls**Date:** 2/3/2010**Parties:** In this Loan Note and Disclosure ("Note") you are the person named as Borrower above. We are the lender.**Alpine Direct Services, LLC****The Account:** You have deposit account at your personal bank ("Bank"). You authorize us to effect a credit entry to deposit the proceeds of the Loan (the Amount Financed indicated below) to your Account at the Bank.**DISCLOSURE OF CREDIT TERMS:** The information in the following disclosure box is part of this Note.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate. (e)	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made the scheduled payment.
<b>730</b>	<b>\$ 75</b>	<b>250</b>	<b>325</b>

Your Payment Schedule will be: 1 payment of 325 due on 2/19/2010. If you decline\* the option of refinancing your loan, if refinancing is accepted you will pay the finance charge of 75 only, on 2/19/2010. You will accrue new finance charges with every refinance of your loan. You have the option of paying down the loan. This means your account will be debited the finance charge plus \$50.00 pay down. This does not mean your loan will automatically pay down.

\*To decline the option of refinancing you must sign the Account Summary page and fax it back to our office at least three business days before your loan is due.

**Security:** The loan is unsecured.**Prepayment:** If you prepay your loan in advance, you will not receive a refund of any Finance Charge.(e) The Annual Percentage Rate is estimated based on the anticipated date the proceeds will be deposited to or paid on your account, which is 2/4/2010.

See below and your other contract documents for any additional information about prepayment, nonpayment and default.

**Itemization Of Amount Financed** of 250 Given to you directly: \$ 250; Paid on your account: \$ 0

**Promise To Pay:** You promise to pay to us or to our order, in 1 payment, on the date indicated in the Payment Schedule, the Total of Payments. On or after the day your loan comes due you authorize us to effect this payment by one or more ACH debit entries to your Account at the Bank. You may revoke this authorization at any time up to 3 business days prior to the due date. However, if you timely revoke this authorization, you authorize us to prepare and submit a check drawn on your Account to repay your loan when it comes due. If your Account is with us, you authorize us to deduct the payment from your Account on the day the loan comes due. If there are insufficient funds on deposit in your Account to effect the ACH debit entry or to pay the check or otherwise cover the loan payment on the due date, you promise to pay us all sums you owe by mailing a check or Money Order payable to: Alpine Direct Services, LLC

**Return Item Fee:** If sufficient funds are not available in the Account on the due date to cover the ACH debit entry or check, you authorize us to represent the applicable finance charge plus a \$30 Return Item Fee on the next business day.

**Prepayment:** The Finance Charge consists solely of a loan fee that is earned in full at the time the loan is funded. Although you may pay all or part of your loan in advance without penalty, you will not receive a refund or credit of any part or all of the Finance Charge.

**Governing Law:** Both parties agree that this Note and your account shall be governed by all applicable federal laws and all laws of the jurisdiction in which the lender is located, regardless of which state you may reside, and by signing below or by your electronic signature, you consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction in which the lender is located over all matters related to this Note and your account forsaking any other jurisdiction which either party may claim by virtue of residency.

**Arbitration of All Disputes:** You and we agree that any and all claims, disputes or controversies between you and us, any claim by either of us against the other (or the employees, officers, directors, agents, servicers or assigns of the other) and any claim arising from or relating to your application for this loan, regarding this loan or any other loan you previously or may later obtain from us, this Note, this agreement to arbitrate all disputes, your agreement not to bring, join or participate in class actions, regarding collection of the loan, alleging fraud or misrepresentation, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes regarding the matters subject to arbitration, or otherwise, shall be resolved by binding individual (and not joint) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. No class arbitration. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS APRIATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at [www.arb-forum.com](http://www.arb-forum.com), by telephone at 800-474-2371, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405." Your arbitration fees will be waived by the NAF in the event you cannot afford to pay them. The cost of any participatory, documentary or telephone hearing, if one is held at your or our request, will be paid for solely by us as provided in the NAF Rules and, if a participatory hearing is requested, it will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

**NOTICE:** YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

**Agreement Not To Bring, Join Or Participate In Class Actions:** To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us, our employees, officers, directors, servicers and assigns. You agree to the entry of Injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

**Survival:** The provisions of this Loan Note And Disclosure dealing with the Agreement To Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate In Class Actions shall survive repayment in full and/or default of this Note.

**No Bankruptcy:** By acknowledging the typed signature below you represent that you have not recently filed for bankruptcy and you do not plan to do so.

**NOTICE:** We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity.

By signing or electronically signing this Loan Note you certify that all of the information provided above is true, complete and correct and provided to us, Alpine Direct Services, LLC, for the purpose of inducing us to make the loan for which you are applying. By signing below you also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join, or Participate In Class Actions. By signing or electronically signing this application you authorize Alpine Direct Services, LLC to verify all information that you have provided and acknowledge that this information may be used to verify certain past and/or current credit or payment history information from third party source(s). Alpine Direct Services, LLC may utilize CL Verify or other similar consumer-reporting agencies for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing arrangements. Such disclosures are made as necessary to effect, administer, and enforce the loan you request or authorize and any loan you may request or authorize with other financial institutions with regard to the processing, funding, servicing, repayment, and collection of your loan. (This application will be deemed incomplete and will not be processed if not signed below)

**YOU AGREE TO ALL THE TERMS OF THIS NOTE, INCLUDING THE AGREEMENT TO ARBITRATE ALL DISPUTES AND THE AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS.**

(X) Tyanna Qualls

Print Name

0226

Social Security Number

2/3/2010

Date

**INSTRUCTIONS:** THIS NOTE IS SUBJECT TO APPROVAL. Read the entire Note. By acknowledging the typed signature below, you agree all of the loan terms are acceptable to you. If approved, the loan proceeds will be deposited to your Account indicated above.

---

**From:** Tyanna Qualls [tiny0506@hotmail.com]  
**Sent:** Wednesday, February 03, 2010 6:36 AM  
**To:** eric@alpinedirectservices.com  
**Subject:** email confirmation

I, Tyanna Qualls agree to the terms of this loan.

---

Hotmail: Powerful Free email with security by Microsoft. [Get It now.](#)